

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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THE ESTATE OF WILLIAM A. STEWART JR.

Plaintiffs,

Index No.: 10 CIV 2632  
(LTS)(JLC)

- against -

SUGAR HILL MUSIC PUBLISHING, LTD.,  
DIAMOND HEAD MUSIC, INC. d/b/a TWENTY  
NINE BLACK MUSIC, JOEY ROBINSON and  
LELAND ROBINSON,

**PLAINTIFF'S AMENDED  
PROPOSED VERDICT FORM**

Defendants.  
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Pursuant to the Court's Order at the April 10, 2013 Final Pre-Trial Conference, Plaintiff the Estate of William A. Stewart Jr. ("Plaintiff"), by its attorneys submits the following as its amended proposed verdict form:

1. Do you find that Plaintiff is a co-owner of a valid copyright in "No Diggity"?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer to Question No. 1 is "YES," proceed to Number 2.

If your answer is "NO," proceed to Question No. 8.

2. Do you find that any of the Defendants infringed Plaintiff's copyright by reproducing, distributing, performing, displaying, preparing derivative works of, or authorizing (licensing to) another person to reproduce, distribute, perform, display, prepare derivative works of, or otherwise use "No Diggity"?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer to Question No. 2 is "YES," proceed to Number 3.

If your answer is "NO," proceed to Question No. 8.

3. If the answer to Question No. 2 is "YES", which of the Defendants did or authorized those the acts that you found to be infringing in Question No. 2?

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Proceed to Question No. 4.

4. (Complete Parts A, B **and** C)

(a) We, the undersigned jurors, assess the actual damages that Plaintiff suffered at \$\_\_\_\_\_.

(b) We, the undersigned jurors, assess Defendants gross collections/revenues at \$\_\_\_\_\_.

(c) We, the undersigned jurors, assess Defendants costs at \$\_\_\_\_\_.

Proceed to Question No. 5.

5. We, the undersigned jurors, assess statutory damages on Plaintiff's copyright infringement claim at \$\_\_\_\_\_.

Proceed to Question No. 6.

6. Do you find that Defendants' infringement of Plaintiff's copyright was willful?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer to Question No. 6 is "YES," proceed to Number 7.

If your answer is "NO," proceed to Question No. 8.

7. Based upon a finding of willful infringement, we ,the undersigned jurors, increase the above award of statutory damages to Plaintiff for its claim of copyright infringement that we find was committed willfully to \$\_\_\_\_\_.

8. Do you find that Stewart signed both the alleged assignment agreement and the alleged publishing agreement (the "Alleged Agreements")?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer to Question No. 8 is "YES," proceed to Number 9.

If your answer is "NO," you are done.

9. How much money do you find that Defendants collected under the Alleged Agreements?  
\$ \_\_\_\_\_

Proceed to Question No. 10.

10. Do you find that Defendants paid Plaintiff or Stewart any monies under the Alleged Agreements?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer to Question No. 10 is "YES," proceed to Number 11.

If your answer is "NO," proceed to Question No. 12.

11. If the answer to Question No. 10 is "YES" how much money do you find that Defendants paid to Stewart and/or Plaintiff? \$\_\_\_\_\_.

Proceed to Question No. 12.

12. Do you find that it was implied in the Alleged Agreements that Defendants had to make efforts to collect on Stewart or Plaintiff's behalf in order to collect their 20% fee?

YES \_\_\_\_\_ NO \_\_\_\_\_

Proceed to Question No. 13.

13. Do you find that prior to the commencement of this lawsuit Defendants made efforts to collect in the United States?

YES \_\_\_\_\_ NO \_\_\_\_\_

Proceed to Question No. 14.

14. Do you find that Defendants breached the Alleged Agreements by, among other things failing to make efforts to collect royalties in the United States and failing to pay Stewart and/or Plaintiff its 60% share of the monies that Defendants collected?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer to Question No. 14 is "YES," proceed to Number 15.

If your answer is "NO," proceed to Question No. 17.

15. Based upon a finding of breach of the Alleged Agreements we, the undersigned jurors find that Plaintiff is entitled to \$ \_\_\_\_\_ in damages for breach of contract.

(In considering these damages you cannot award Plaintiff any amounts that Plaintiff or Stewart have already been paid by Defendants. Your verdict should be calculated as follows: 60% of the gross amount of monies collected by Defendants (60% of the amount that you answered in Question 9 above) minus any monies that you find that Plaintiff or Stewart were paid by Defendants (amount that you answered in question 11 above, if any)).

Proceed to Question No. 16.

16. Do you find that Defendants' breaches of the Alleged Agreements were material?

YES \_\_\_\_\_ NO \_\_\_\_\_

Proceed to Question No. 17.

17. Do you find that Defendants' failed to substantially perform their obligations under the Alleged Agreements?

YES \_\_\_\_\_ NO \_\_\_\_\_

Proceed to Question No. 18.

18. Do you find that the Alleged Agreements prohibited Plaintiff from collecting royalties in territories where Defendant made no effort to collect?

YES \_\_\_\_\_ NO \_\_\_\_\_

Proceed to Question No. 19.

19. Do you find that the Alleged Agreements require Plaintiff to pay Defendants 20% of monies that Plaintiff collected in territories where Defendant made no effort to collect?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the answer to Question No. 19 is "YES" proceed to Question No. 20.

If the answer is "NO" you are done.

20. Do you find that Plaintiff "breached" the agreement by collecting royalties in connection with "No Diggity" where Defendant made no effort to collect?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the answer to Question No. 20 is "YES" proceed to Question No. 21.

If the answer is "NO" you are done.

21. Do you find that by failing to make efforts to collect royalties in connection with "No Diggity" in the United States and other territories, that Defendants intended to give up their rights to collect those royalties and keep 20% of said royalties after knowing that they had the right to collect those royalties and not doing so?

YES \_\_\_\_\_ NO \_\_\_\_\_

Proceed to Question No. 22.

22. Do you find that by failing to make efforts to collect royalties in connection with "No Diggity" in the United States and other territories that Defendants intended to give up their rights to collect those royalties and keep 20% of said royalties?

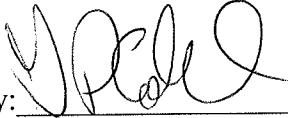
YES \_\_\_\_\_ NO \_\_\_\_\_

Proceed to Question No. 23.

23. If the answer to Question No. 22 is "NO" how much money do you find that Plaintiff collected after March 24, 2004? \$\_\_\_\_\_.

Dated: New York, New York  
April 19, 2013

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